

# TRADEMARK ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																																				
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement																																				
<b>CONVEYING PARTY DATA</b>																																					
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<b>CORRESPONDENCE DATA</b>																																					
Fax Number:	(949)475-4754																																				

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**900159744**

**TRADEMARK**  
**REEL: 004186 FRAME: 0394**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 949-451-3800  
Email: skann@gibsondunn.com  
Correspondent Name: Stephanie S. Kann  
Address Line 1: 3161 Michelson Drive  
Address Line 2: Gibson, Dunn & Crutcher LLP  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	90355-00005
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	04/15/2010

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2010, is made by LaSalle Steel Company, a Delaware corporation (the "Grantor"), in favor of Wilmington Trust FSB ("Wilmington Trust"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto, and Wilmington Trust, as Administrative Agent and Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of March 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among NIAGARA CORPORATION, a Delaware corporation, NIAGARA LASALLE CORPORATION, a Delaware corporation, LASALLE STEEL COMPANY, a Delaware corporation, RABBIT STEEL CORPORATION, a Delaware corporation, KNIA HOLDINGS, INC., a Delaware corporation, GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation in its capacity as revolving credit collateral agent (including its successors and assigns from time to time, the “Revolving Credit Collateral Agent”), WILMINGTON TRUST FSB, in its capacity as collateral agent for the New Term Loan Lenders (as defined in the Intercreditor Agreement)(including its successors and assigns from time to time, the “New Term Loan Collateral Agent”), and WILMINGTON TRUST FSB, as successor to JPMorgan Chase Bank, NA., in its capacity as the collateral agent for the Existing Term Loan Lenders (as defined in the Intercreditor Agreement)(including its successors and assigns from time to time, the “Existing Term Loan Collateral Agent”), and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

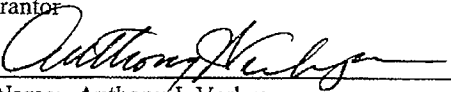
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LASALLE STEEL COMPANY,  
as Grantor

By:   
Name: Anthony J. Verkruyse  
Title: Vice President-Finance, Treasurer and  
Secretary

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST FSB,  
as Collateral Agent

By: \_\_\_\_\_  
Name: James A. Hanley  
Title: Vice President

[Trademark Security Agreement -- LaSalle Steel Company]

TRADEMARK  
REEL: 004186 FRAME: 0398

ACKNOWLEDGMENT OF GRANTOR

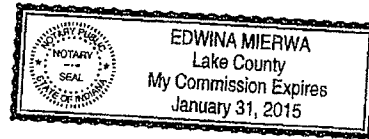
State of INDIANA )

County of LAKE )

ss.

On this 27<sup>TH</sup> day of March, 2010 before me personally appeared Anthony J. Verkruyse, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LaSalle Steel Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Edwina Mierwa  
Notary Public



[Trademark Security Agreement – LaSalle Steel Company]

TRADEMARK

REEL: 004186 FRAME: 0399

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LASALLE STEEL COMPANY,  
as Grantor

By: \_\_\_\_\_  
Name: Anthony J. Verkruyse  
Title: Vice President-Finance, Treasurer and  
Secretary

ACCEPTED AND AGREED  
as of the date first above written:

WILMINGTON TRUST FSB,  
as Collateral Agent

By: \_\_\_\_\_  
Name: James A. Hanley  
Title: Vice President

ACKNOWLEDGMENT OF COLLATERAL AGENT

State of Delaware )  
 )  
County of New Castle )

ss.

On this 26 day of March, 2010 before me personally appeared James A. Hanley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wilmington Trust FSB, who being by me duly sworn did depose and say that he is an authorized officer of said bank, that the said instrument was signed on behalf of said bank as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said bank.

Dianne M. Bruton  
Notary Public

DIANNE M. BRUTON  
Notary Public - State of Delaware  
My Comm. Expires Nov. 27, 2011





SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>
LaSalle Steel Company	ETGE	Austria	60306
LaSalle Steel Company	FATIGUE-PROOF & L DEVICE	Austria	117296
LaSalle Steel Company	STRESSPROOF & L DEVICE	Austria	117297
LaSalle Steel Company	E.T.D. (LOWERCASE LETTERS)	Benelux	9215
LaSalle Steel Company	E.T.G. (LOWERCASE LETTERS)	Benelux	423778
LaSalle Steel Company	FATIGUE-PROOF	Benelux	9212
LaSalle Steel Company	STRESSPROOF	Benelux	9216
LaSalle Steel Company	FATIGUE-PROOF	Canada	137512
LaSalle Steel Company	CPO	Canada	243942
LaSalle Steel Company	E.T.D. IN OVAL (LOWERCASE LETTERS) E	Canada	121386
LaSalle Steel Company	IHCP	Canada	243496
LaSalle Steel Company	STRESSPROOF	Canada	120510
LaSalle Steel Company	ETG	Czech Republic	257895
LaSalle Steel Company	ETDEE	Denmark	596/1981
LaSalle Steel Company	ETGEE	Denmark	3100/1981
LaSalle Steel Company	FATIGUE-PROOF & L DEVICE	Denmark	39/1982
LaSalle Steel Company	STRESSPROOF & L DEVICE	Denmark	38/1982
LaSalle Steel Company	ETD	European Community	3466315
LaSalle Steel Company	ETG	European Community	3465176
LaSalle Steel Company	FATIGUE-PROOF & Bar Logo	European Community	4501441
LaSalle Steel Company	STRESSPROOF & Bar Logo	European Community	4819901
LaSalle Steel Company	ETGEE	Finland	84244
LaSalle Steel Company	FATIGUE-PROOF & L DEVICE	Finland	87057
LaSalle Steel Company	STRESSPROOF & L DEVICE	Finland	87058
LaSalle Steel Company	E.T.D. IN OVAL (LOWERCASE LETTERS) E	France	1259518
LaSalle Steel Company	E.T.D. 150	France	1478742
LaSalle Steel Company	E.T.G. (LOWERCASE LETTERS)	France	1368556
LaSalle Steel Company	FATIGUE-PROOF	France	1211742
LaSalle Steel Company	STRESSPROOF	France	1211743
LaSalle Steel Company	SUPER SURFACE	France	1478743
LaSalle Steel Company	STRESSPROOF	Germany	720225
LaSalle Steel Company	ETD (LOWERCASE LETTERS)	Germany	727362
LaSalle Steel Company	ETGE	Germany	846692
LaSalle Steel Company	FATIGUE-PROOF	Germany	720200

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>
LaSalle Steel Company	ETG	Germany	30130135
LaSalle Steel Company	ETG	Hungary	179642
LaSalle Steel Company	E.T.D. (LOWERCASE LETTERS)	Italy	784832
LaSalle Steel Company	FATIGUE-PROOF	Italy	784833
LaSalle Steel Company	STRESSPROOF	Italy	784831
LaSalle Steel Company	E.T.G. (LOWERCASE LETTERS)	Italy	758257
LaSalle Steel Company	ETGEE	Norway	111846
LaSalle Steel Company	FATIGUE-PROOF & L DEVICE	Norway	113047
LaSalle Steel Company	STRESSPROOF & L DEVICE	Norway	113424
LaSalle Steel Company	ETG	Poland	161020
LaSalle Steel Company	ETG	Slovak Republic	205824
LaSalle Steel Company	E.T.D. (LOWERCASE LETTERS)	Spain	943392
LaSalle Steel Company	E.T.G. (LOWERCASE LETTERS)	Spain	1158674
LaSalle Steel Company	FATIGUE-PROOF	Spain	943391
LaSalle Steel Company	STRESSPROOF	Spain	943390
LaSalle Steel Company	ETGEE	Sweden	182247
LaSalle Steel Company	FATIGUE-PROOF & L DEVICE	Sweden	180276
LaSalle Steel Company	STRESSPROOF & L DEVICE	Sweden	180277
LaSalle Steel Company	E.T.D. & L DEVICE	Switzerland	P-352933
LaSalle Steel Company	ETG	Switzerland	P-353051
LaSalle Steel Company	FATIGUE-PROOF	Switzerland	2P-309960
LaSalle Steel Company	STRESSPROOF	Switzerland	2P-309961
LaSalle Steel Company	ETG	United Kingdom	1353285
LaSalle Steel Company	150	United States	760516
LaSalle Steel Company	CORR-GARD	United States	1578653
LaSalle Steel Company	CPO	United States	1049382
LaSalle Steel Company	CUSTOM-CUT	United States	2458718
LaSalle Steel Company	E.T.D.	United States	655159
LaSalle Steel Company	FATIGUE-PROOF	United States	760229
LaSalle Steel Company	IHCP	United States	1047515
LaSalle Steel Company	L & DEVICE	United States	747471
LaSalle Steel Company	LA-LED	United States	1876337
LaSalle Steel Company	STRESSPROOF	United States	621637
LaSalle Steel Company	SUPER 1200	United States	1610378

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES (TRADEMARKS)

None.